

LANA KAUT	(initial)	_____
		Date
O.R. STANLEY	(sign)	_____
		Date

EXECUTIVE SUMMARY

INTERCONNECTION AGREEMENT

FOR

TDS METROCOM, INC.
WISCONSIN

TDS Metrocom, Inc. has filed an electronic copy of an arbitrated interconnection agreement for the state of Wisconsin with the Wisconsin Public Service Commission (WPSC) on May 11, 2001. The WPSC wants to hold off filing the paper copy until further notice, per James Barrett, SBC attorney.

The parties filed a conformed agreement in accordance with the arbitration panel's decision but on September 26, 2001 the PSCW rejected the agreement and directed the parties to modify the contract with respect to five additional items and then refile for approval. The PSCW's order was ambiguous as to one of the items as it was ambiguous and therefore the parties petitioned the PSCW to clarify. On January 24, 2002, the commission issued an order to resolve this last item. The five issues resolved in these two orders are as follows:

- 1) Escrow provisions of the GTC should be modified to allow a good credit exception. (TDS partial win)
- 2) Incorporate the Facility Modification Process into the UNE & DSL appendices. (TDS win)
- 3) UNE appendix modified so that CLEC may not use UNEs in combination with tariffed service elements to the extent prohibited by the FCC. (AIT win)
- 4) The Collocation Appendix should be modified so that in denial situations, Ameritech only needs to provide information on other denials at the premises in question instead of any eligible premises. (AIT win)
- 5) Set the deadline for payment of Collocation related NRCs to 28 days after a collocation request has been granted. (TDS win)

This conformed agreement between TDS Metrocom, Inc. and Ameritech Wisconsin was arbitrated in the state of Wisconsin.

The expiration date of May 1, 2003 is hard-coded in the Agreement. The critical date of notice is November 11, 2002.

The SBC attorney for this arbitrated interconnection agreement is James A. Barrett (312) 727-2413.

SBC won a substantial number of issues in the TDS Metrocom, Inc. arbitration. The Collocation appendix was probably hit hardest. Due to the large number of issues (near 100) in the TDS arbitration, here are some of the more significant results of the TDS decision:

RECIPROCAL COMPENSATION ISSUES

- The Panel awarded AIT's proposed language related to not paying Recip Comp on FX but also added a sentence: "Calls delivered to a receiving party within a common mandatory local calling area that are delivered to the local calling area through FX are subject to local reciprocal compensation."
- The Panel rejected TDS' request that AIT pay recip comp on traffic that AIT transits to TDS if the originating carrier does not provide adequate CPN information.
- The Panel agreed that terminating switched access payments should be at the rates set for in the AIT tariff until TDS can document its costs for terminating switched access.
- Note that the parties did not arbitrate the ISP issue. In late 2000, the WPSC adopted a bifurcated rate scheme for recip comp. In addition, the issue had been previously arbitrated in the AT&T arb.
- Subsequent to the arbitration panel's decision, the FCC issued its ruling on Reciprocal Compensation for ISP traffic. Therefore, the parties have added a footnote reserving each party's right to use the FCC decision as a basis for invoking the Agreement's Intervening Law clause.

UNE ISSUES

- The Panel concluded that it has discretionary authority to direct Ameritech to provide UNE Combinations notwithstanding the decision of the 8th Circuit in IUB III. Although this sounds bad, TDS did not request, nor did the Panel direct, the parties to include language stating that AIT has an obligation to combine UNEs. Rather, the generic agreement's statement that AIT has no obligation to combine UNEs must be removed.
- The Panel denied TDS' request to incorporate the Facilities Modification Policy as an alternative to the BFR process into the contract (this also impacts DSL appendix).
- The Panel denied TDS' request to require AIT to offer the Adjacent Location method of access to UNEs. This was an attempt by TDS to port a California commission requirement to Wisconsin. Although the Panel denied TDS' request for contract language, it did suggest that TDS may move to have a generic WI proceeding opened on the subject.

COLLOCATION ISSUES

- The Panel denied TDS' request to require AIT to release reserved space prior to denying a request for collocation

- The Panel developed a definition for "Legitimately Exhausted" based mainly on TDS' proposed language but specifically denied TDS' request that the language include a requirement that AIT relocate "all personnel that are not essential to the function of a particular premises".
- The Panel agreed with AIT with respect to documentation that must be provided to a Collocator in a denial of space situation
- The Panel gutted large portions of AIT's proposed language regarding equipment that may be collocated
- The Panel came out with a split decision on the issue of whether TDS may collocate equipment pending a dispute about whether such equipment may be lawfully collocated. On the one hand, TDS may not collocate equipment that violates a safety standard or provision of the appendix, but on the other hand may collocate equipment that AIT argues it not "necessary for interconnection or access to UNEs" pending resolution of the dispute.
- The Panel disagreed with AIT's proposed exceptions to the 90 day interval rules
- The Panel agreed with AIT with respect to relinquishing unused Collocation space

RESALE ISSUES

- The Panel agrees with AIT that the same restrictions that apply to AIT's retail customers for services sold under the retail tariffs apply to TDS and its end users when such services are resold
- The Panel ordered that a wholesale discount, based on avoided costs, shall apply to Non-standard Service/ICB Contracts rather than the standard wholesale discount
- The Panel agreed to allow AIT to include a technical feasibility exception to branding requirements

DSL ISSUES

- The Panel adopted AIT language with respect to provisioning xDSL capable loops where physical facilities don't exist

GTC ISSUES

- The Panel agreed with a substantial portion of AIT's proposed termination-for-default language. TDS had argued that AIT should only be able to terminate the agreement upon action from the commission.
- The Panel agreed that AIT could require an escrow for billing disputes but scaled back our proposed language.
- The Panel agreed with AIT's I/P indemnity language
- The Panel imposed a requirement that AIT provide bills in a format so that the data can be processed electronically by TDS
- The Panel struck the generic "Non-Voluntary" language. Thus we will not be able to mark arbitrated language with an asterisk.
- The Panel imposed some notice requirements with respect to tariff filings that impact the agreement.

MISC ISSUES

- The Panel required TDS to accept the generic FGA and FX appendices even though TDS claims it has no plan to offer those services. TDS never attempted to negotiate these appendices so it is now stuck with the generics.
- The Panel agreed with AIT on referencing SBC/AIT technical documents. This constitutes about 15 of the arbitrated issues and impacts numerous appendices.
- The Panel denied TDS' request to apply the results of the generic UNE price docket (still forthcoming) on a retroactive basis to the effective date of the agreement.

Melvin Flowers, 312-867-5452, is the Lead Negotiator for TDS Metrocom, Inc.

Sharmain Summerville (312-335-6724) is the Account Manager for TDS Metrocom, Inc.

PREPARED BY EMMY YANG (214-745-3762).

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PROCESSING.**